

THE HONORABLE TANA LIN

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON AT SEATTLE

WESTERN CONFERENCE OF  
TEAMSTERS PENSION TRUST FUND

Case No. 2:23-CV-01051-TL

**STIPULATION FOR ENTRY OF  
JUDGMENT AND ~~PROPOSED~~  
JUDGMENT**

vs.

VECTRUS SYSTEMS CORPORATION,

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND (the “Fund”) and Defendant VECTRUS SYSTEMS CORPORATION (“Vectrus”) (collectively, the “Parties”), as follows:

1. Plaintiff has brought this action seeking to enforce an arbitration award issued pursuant to a statutory mandated arbitration procedure under Title IV of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). Arbitrator Andrew Jacobs issued the arbitration award (“Arbitration Award”) holding Vectrus liable to the Fund, as an employer for withdrawal liability purposes under the Multiemployer Pension Plan Amendments Act of 1980 (“MPPAA”), for the amount of withdrawal liability assessed, \$853,062.38. The Arbitration Award is attached as Exhibit A to the Complaint in this action (*see* Dkt. 1).

1           2.       The Parties have agreed to the entry of judgment and resolution of this action in  
2                   accordance with the following terms. This Stipulation for Entry of Judgment  
3                   memorializes the terms agreed to by the Parties.

4           a.       **Agreement to Abide by Arbitration Award.** Vectrus has agreed that it will  
5                   not seek to amend, vacate, or otherwise challenge the Arbitration Award.  
6                   Vectrus acknowledges that the Fund has moved to confirm the Arbitration  
7                   Award by commencing this action (see Dkt. 1), and Vectrus has agreed not to  
8                   oppose, contest, or otherwise respond to the Fund's filings to confirm the  
9                   Arbitration Award. Vectrus has paid the Fund the full amount of the  
10                  withdrawal liability assessed and at issue, and the Arbitration Award affirmed  
11                  that amount was correct.

12          b.       **Agreement Regarding Attorney's Fees and Costs for Arbitration.** The  
13                   Parties have agreed that they will not file any request or motion for attorney's  
14                   fees or costs related to the arbitration proceedings that concluded with the  
15                   issuance of the Arbitration Award or this litigation to enforce the Arbitration  
16                   Award.

17          3.       The Fund requests and Vectrus consents that Court confirm the Arbitration Award  
18                   pursuant to ERISA section 4221(b), 29 U.S.C. §1401(b) ("Upon completion of the  
19                   arbitration proceedings in favor of one of the parties, any party thereto may bring  
20                   an action, no later than 30 days after the issuance of an arbitrator's award, in an  
21                   appropriate United States district court . . . to enforce, vacate or modify the  
22                   arbitrator's award). The Arbitration Award shall be incorporated by reference into  
23                   this Stipulation for Entry of Judgment, as if set forth herein in full, and shall be  
24                   fully enforceable as the Judgment of this Court, upon entry of Judgment.

4. It is further stipulated and agreed that the terms of this Stipulation for Entry of Judgment shall be binding on the heirs, successors, and assigns of the Parties to this action.
5. The Parties acknowledge that they have each had the opportunity to be represented by independent counsel of their own choice throughout all of the negotiations that preceded the execution of this Stipulation for Entry of Judgment. The Parties further acknowledge that they have had an adequate opportunity to perform whatever investigation or inquiry each deemed necessary in connection with the subject matter of this Stipulation for Entry of Judgment prior to its execution.
6. This Stipulation for Entry of Judgment may be executed in counterparts, which, taken together, shall constitute the Stipulation for Entry of Judgment and be binding upon and effective as to all Parties hereto.
7. The Parties hereto mutually state that they have read the foregoing Stipulation for Entry of Judgment and are fully aware of its contents and legal facts. This Stipulation for Entry of Judgment is entered into on the dates indicated below.
8. Each party shall bear its own costs and attorney's fees.
9. The Court will incorporate the terms of this Stipulation into its Order and enter a Judgment consistent therewith, and retain jurisdiction to enforce this Stipulation and the Judgment.

**IT IS SO STIPULATED.**

**REID, McCARTHY, BALLEW & LEAHY, JACKSON LEWIS, P.C.  
L.L.P.**

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1 I attest that my firm has obtained Mr. Dropkin's concurrence in the filing of this document.

2 **REID, McCARTHY, BALLEW & LEAHY, L.L.P.**

3 By: s/Russell J. Reid

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7  
8 **~~PROPOSED~~ ORDER**

9 It is so ordered that Judgment is entered against Vectrus Systems Corporation, as set forth in  
10 the Stipulation for Entry of Judgment.

11 Dated: August 8, 2023

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13 

14 Tana Lin

15 United States District Judge  
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STIPULATION FOR ENTRY OF JUDGMENT AND

~~PROPOSED~~ JUDGMENT - 4

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